

APPENDIX B

PROOF OF FINANCIAL ASSURANCE MECHANISM

SKF INDUSTRIES, INC.

Regional Administrator
United States Environmental
Protection Agency

Regional Administrator:

I am the chief financial officer of SKF Industries, Inc., 1100 First Avenue, King of Prussia, Pennsylvania 19406. This letter is in support of this firm's use of the financial test to demonstrate financial assurance, as specified in Subpart H of 40 CFR Parts 264 and 265.

1. This firm is the owner or operator of the following facilities for which financial assurance for closure or post-closure care is demonstrated through the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by the test are shown for each facility (see schedule attached).
2. This firm guarantees, through the corporate guarantee specified in Subpart H of 40 CFR Parts 264 and 265, the closure or post-closure care of the following facilities owned or operated by subsidiaries of this firm. The current cost estimates for the closure or post-closure care so guaranteed are shown for each facility (see scheduled attached).
3. In States where EPA is not administering the financial requirements of Subpart H of 40 CFR Parts 264 or 265, this firm, as owner or operator or guarantor, is demonstrating financial assurance for the closure or post-closure care of the following facilities through the use of a test equivalent or substantially equivalent to the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by such a test are shown for each facility (none).
4. This firm is the owner or operator of the following hazardous waste management facilities for which financial assurance for closure or, if a disposal facility, post-closure care, is not demonstrated either to EPA or a State through the financial test or any other financial assurance mechanism specified in Subpart H of 40 CFR Parts 264 and 265 or equivalent or substantially equivalent State mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility (none).

This firm is not required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

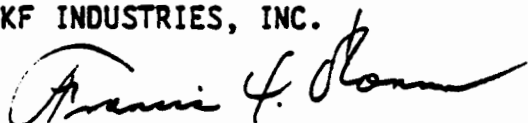
Regional Administrator
United States Environmental
Protection Agency
Page Two

The fiscal year of this firm ends on December 31. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended December 31, 1983.

I hereby certify that the wording of this letter is identical to the wording specified in 40 CFR 264.151(f) as such regulations were constituted on the date shown immediately below.

Very truly yours,

SKF INDUSTRIES, INC.



Francis X. O'Connor
Vice President, Finance
and Corporate Development

March 19, 1984

SKF INDUSTRIES, INC.

ESTIMATED COST OF CLOSURE AND POST-CLOSURE
ON HAZARDOUS WASTE FACILITIES

DECEMBER 31, 1983

<u>EPA I.D. NUMBER</u>	<u>PLANT</u>	<u>ADDRESS</u>	<u>ESTIMATED CLOSURE COST</u>
PAD 000000190	Specialty Bearings Division	5400 Tulip St., Phila, Pa. 19124	None
PAD 000000182	Nice Bearings Products Div.	Detwiler Road, Kulpville, Pa. 19443	None
PAD 980716062	International Products Div.	1690 E. Race St., Allentown, Pa. 18103	None
PAD 042147652	Roller Bearings Division	Fame Ave., Ext. RD #3, Hanover, Pa. 17331	None
PAD 003026606	Roller Bearings Division	W. King St., Shippensburg, Pa. 17257	\$ 47,031
PAD 004344172	Ball Bearings Division	1000 Logan Blvd., Altoona, Pa. 16602	33,948
OHD 004205761	Tyson Tapered Bearings Div.	1339 Duncan St. S.W., Massillon, OH 44646	None
KYD 001737683	Tyson Tapered Bearings Div.	Highway 90, Glasgow, KY 42141	None
NYD 002209773	Mounted Bearings Division	Horton St.. E. of Seneca, Hornell, NY 14843	None
IND 005460894	Bremen Bearings Corp.	Rt. 6 West, Bremen, IN 46506	None
PAT 000620823	Technology Services Div.	1100 First Ave., King of Prussia, Pa. 19406	None
MOT 300010345	SKF Automotive Products	2320 Marconi Avenue, St. Louis, MO 63110	35,198
MOD 085909703	SKF Automotive Products	1801 W. Main St., Washington, MO 63090	26,571
THD 000742267	SKF Automotive Products	Alexander St., Bradford, TN 38316	None
CAD 063553630	Dura-Bond Bearing Co.	3201 Ash St., Palo Alto, CA 94306	<u>4,168</u>
			<u>\$146,916</u>

SKF INDUSTRIES, INC.

ALTERNATIVE I

1. Sum of current closure and post-closure cost estimates	\$ 146,916
* 2. Total Liabilities	134,362,000
* 3. Tangible net worth	139,821,000
* 4. Net Worth	140,516,000
* 5. Current assets	175,346,000
* 6. Current liabilities	64,139,000
7. Net working capital (line 5 minus line 6)	111,207,000
* 8. The sum of net income plus depreciation, depletion and amortization	19,118,000
* 9. Total assets in U.S.	Greater than 90'

	<u>Yes</u>	<u>No</u>
10. Is line 3 at least \$10 million?	X	
11. Is line 3 at least 6 times line 1?	X	
12. Is line 7 at least 6 times line 1?	X	
*13. Are at least 90% of firm's assets located in the U.S.?	X	
14. Is line 9 at least 6 times line 1?	N/A	
15. Is line 2 divided by line 4 less than 2.0?	X	
16. Is line 8 divided by line 2 greater than 0.1?	X	
17. Is line 5 divided by line 6 greater than 1.5?	X	



THIRTY SOUTH SEVENTEENTH STREET
PHILADELPHIA, PENNSYLVANIA 19103
215 665-9500

March 19, 1984

Mr. Francis X. O'Connor
Vice President-Finance and
Corporate Development
SKF Industries, Inc.

At your request, we have performed the procedures enumerated below with respect to the selected financial data of SKF Industries, Inc. (the "Company") set forth in the accompanying exhibit and to be contained in letters from you to the United States Environmental Protection Agency and selected state authorities. These procedures were performed solely to assist you in complying with the regulations of the United States Environmental Protection Agency under authority of the Resource Conservation and Recovery Act. The procedures we performed are summarized as follows:

1. We compared the amounts in the accompanying exhibit for total liabilities, net worth, current assets and current liabilities with amounts in the Company's consolidated financial statements at December 31, 1983.
2. We compared the amounts in the accompanying exhibit for tangible net worth and for the sum of net income plus depreciation, depletion and amortization to amounts calculated from the Company's consolidated financial statements at December 31, 1983 and for the fiscal year then ended.
3. We compared the response to Item 7 in the accompanying exhibit with data in the Company's accounting records as of December 31, 1983.

Because the above procedures were not sufficient to constitute an examination made in accordance with generally accepted auditing standards, we do not express an opinion on any of the specific items referred to above. In connection with the procedures referred to above, no matters came to our attention that caused us to believe that the specified items should be adjusted. This report relates to the items specified above and does not extend to the consolidated financial statements of the Company, taken as a whole.

Price Waterhouse

EXHIBIT

SKF INDUSTRIES, INC.

SELECTED FINANCIAL DATA
AS OF DECEMBER 31, 1983 AND FOR
THE FISCAL YEAR THEN ENDED

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total liabilities	\$134,362,000
2.	Tangible net worth	\$139,821,000
3.	Net worth	\$140,516,000
4.	Current assets	\$175,346,000
5.	Current liabilities	\$ 64,139,000
6.	The sum of net income plus depreciation, depletion and amortization	\$ 19,118,000
7.	Percentage of assets located in the U.S. to total assets	Greater than 90%

APPENDIX C

PROOF OF LIABILITY INSURANCE

THE TRAVELERS INDEMNITY COMPANY

Page 1 of 5

(THIS IS A CLAIMS-MADE POLICY—PLEASE READ CAREFULLY)

Environmental Hazard Policy
—DECLARATIONS PAGE

TL-EH-186T813-7-84

← POLICY NUMBER

1. **NAMED INSURED** S K F INDUSTRIES INC
PO BOX 239
MAILING ADDRESS: 1100 FIRST AVE
(Including Zip Code) KING OF PRUSSIA PA 19406
FIRST COVERAGE DATE 01-12-83
2. The Named Insured is a corporation unless designated below as a:
☐ sole proprietor ☐ partnership or joint venture ☐ Other _____
3. **POLICY PERIOD:** (Month, Day, Year) Effective from 01-12-84 to 01-12-85 12:01 A.M., Standard Time, at the named insured's mailing address.
4.

LIABILITY COVERAGE	DEDUCTIBLE	LIMITS OF LIABILITY
BODILY INJURY	The deductible amount	\$ 8,000,000 each claim
PROPERTY DAMAGE AND	shall be	\$18,000,000 total—all claims
OTHER ECONOMIC LOSS	\$250,000	
RESULTING FROM THE	each claim	
ENVIRONMENTAL HAZARD		\$ 2,000,000 total limit— all claim expense
		\$20,000,000 combined total limit claim and expense
5. The premium for this policy is estimated to be \$ _____ final premium will be determined at audit.
The final premium for this policy is \$ *85,400 *PREM TO BE COLL UNDER TPB #10388
6. On the effective date shown in item 3, the Environmental Hazard Policy numbered above includes this Declarations Page, the Policy Jacket (Form CP-2619), which contains the Nuclear Energy Liability Exclusion, and the following Schedules and Endorsements: 33550 33630 33750 34350
7. By accepting this policy the insured first named in Item 1 above declares the information on this page is true, and that this policy embodies all agreements existing between the named insured and The Travelers, including its agents relating to this insurance. The Travelers relies on the truth of such representations.

Authorized Agent

ENVIRONMENTAL HAZARD POLICY

THE TRAVELERS INDEMNITY COMPANY Hartford, Connecticut (A Stock Company, Herein Called The Travelers)

In consideration of the payment of premium, and subject to the exclusions and other terms of the policy, The Travelers agrees as follows with the Insured first named in Item 1 of the Declarations Page:

The Travelers will pay on behalf of the Insured all sums in excess of the deductible amount which the Insured shall become legally obligated to pay as damages because of **bodily injury, property damage or other economic loss**

which arises out of the **environmental hazard**, and

occurs in the **policy territory**, and to which this policy applies.

PROVIDED ALWAYS THAT

- a. Claim is first made against the Insured and reported to The Travelers during the policy period, or during the extended reporting provision, if applicable, and
- b. The Insured, as of the "First Coverage Date" shown in the Declarations, did not know or might not have reasonably foreseen that such claim would be made.

DEFINITIONS (The following terms have special meaning; they are printed in **bold type** when they appear in the policy)

Environmental hazard means any emission, discharge, seepage, release, escape, or disposal of any liquid, solid, gaseous or thermal waste or pollutant, if such emission, discharge, seepage, release, escape, or disposal is neither intended nor expected from the standpoint of any Insured to produce damage to persons, property or the environment.

Bodily injury means bodily injury, mental anguish, sickness or disease sustained by any person and includes the death of such person if it results therefrom.

Property damage means physical injury to or destruction of tangible property, including the loss of use thereof.

Other economic loss means financial damage due to the impairment of any legal right to the use of the environment or tangible property.

Automobile means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**.

Insured means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each Insured against whom claim is made except with respect to the limits of The Travelers' liability;

Mobile equipment means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for

the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanent attached to such vehicle: power cranes, shovels, loader-diggers and drills; concrete mixers (other than the mix-in transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

Policy territory means the United States of America, its territories or possessions, or Canada.

Subsidence means any sinking, collapse or shifting of the earth caused by: (1) removal of liquid, gaseous or solid substance from beneath the earth or from waters covering the surface of the earth, or (2) injection of liquid, gaseous or solid substances beneath the surface of the earth.

Loss means **bodily injury, property damage, or other economic loss** which arises out of the **environmental hazard**, including related claim expense.

Claim expense means:

- i. reasonable expenses incurred by Travelers in defense or investigation of claim or suit;
- ii. All costs taxed against the Insured in such suits and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before The Travelers has paid or tendered; or deposited, whether in court or otherwise, that part of the judgment which does not exceed the limit of The Travelers' liability thereon;
- iii. premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy; The Travelers shall have no obligation to pay for or furnish any such bond;
- iv. actual lost earnings of the Insured not to exceed \$100 per day.

Exclusions

THIS POLICY DOES NOT APPLY TO:

1. obligations imposed by any of the following laws:
 - a. workers' compensation or occupational disease law,
 - b. disability benefits or unemployment compensation law,
 - c. employer's liability laws, or
 - d. any law similar to any of the foregoing.
2. **bodily injury** to any employee of the Insured arising out of and in the course of employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury;

policy applies, or would apply but for the application of the deductible:

- a. If the **insured** has other primary insurance applicable to such claim or suit, The Travelers shall have the right but not the duty to associate with the **insured** in the defense and control of the claim or suit, and the **insured** and The Travelers shall cooperate in all matters connected therewith.
- b. If the **insured** has no other primary insurance applicable to such claim or suit, and if the claim or original suit for damages is brought within the United States of America, its territories or possessions or Canada, The Travelers shall have the right and duty to defend such claim. The Travelers may make such investigation and settlement of any such claim or suit as it deems expedient.
- c. The Travelers has the right but not the duty to appeal any judgment which exceeds the deductible amount described in Item 4 of the Declarations Page. If The Travelers elects to appeal, it shall be liable for taxable costs, disbursements and interest incidental thereto, but it shall not otherwise incur any additional liability under this policy.
- d. Bankruptcy of the **insured** or the **insured's** estate shall not relieve The Travelers of any of its obligations under this policy.

3. Exhaustion of Total Limits of Liability

- a. If the limit of liability stated on the Declarations Page as "Total Limit—All Claims" is exhausted, The Travelers shall have no further obligation with respect to any claim or suit except as follows:
 - (1) The Travelers will notify the **named insured** that insurance is no longer afforded for such loss and will tender to the **insured**, or to the **insured's** designee, such authority as The Travelers may have to supervise and control any claim or suit then outstanding.
 - (2) The Travelers and all **insureds** shall cooperate and do all things necessary to effect the intent of this provision.
- b. If the limit stated on the Declarations Page as "Total Limit—Claim Expenses" is exhausted but the Limit shown as "Total Limit—All Claims" is not exhausted, then The Travelers shall have no further obligation for **claim expense** for any claim or suit alleging loss except as follows:
 - (1) The Travelers will notify the **Named Insured** that insurance is no longer afforded for **claim expense** and will tender to the **insured**, or the **insured's** designee, such authority as The Travelers may have to supervise and control any claim or suit then outstanding.
 - (2) The Travelers and all **insureds** shall cooperate and do all things necessary to effect the intent of this provision.
 - (3) Until the limit of liability shown as "Total Limit—All Claims" is exhausted, The Travelers shall continue to be responsible for payment of damages but not for **claim expense**.

(4) The Travelers has the right but not the duty to associate with the **insured**, or the **insured's** designee, in the defense and control of claim suit alleging loss for which The Travelers remains responsible.

4. **Recovery From Others**—In the event of any payment under this policy, The Travelers may, at its option, either alone or with the **insured** or any insurer, participate in the exercise of the **insured's** rights of recovery against any person or organization. Recoveries shall be applied in the following order:

- a. first, to reimburse anyone that may have paid an amount with respect to liability in excess of the limit of The Travelers liability hereunder;
- b. then, to reimburse The Travelers for all amount paid under this policy;
- c. finally, to reimburse all others with respect to the balance, if any.

CONDITIONS

1. **Premium**—The premium stated in Item 5 of the Declarations Page is due and payable at the effective date of this policy. If that premium is designated as an estimated premium, it is subject to adjustment pursuant to the terms of a premium schedule or other endorsement attached to this policy. If this policy terminates prior to the expiration date shown in Item 3 of the Declarations Page, unearned paid premium shall be computed on a pro rata basis and promptly returned to the **named insured**. However, if the **named insured** cancels this policy, only 90% of unearned paid premium shall be returned and The Travelers shall retain the balance although it were earned premium.
2. **Changes**—The terms of this policy may not be waived or changed except by endorsement issued by The Travelers to form a part of this policy. The Travelers shall not be bound by any assignment of interest by any **insured** unless its consent to such assignment is endorsed on this policy.
3. **Cancellation**—The **named insured** may cancel this policy by delivering it to The Travelers or any of its authorized agents stating when thereafter the cancellation shall be effective.

This policy may be cancelled by The Travelers by mailing written notice of cancellation to the **insured** first named in Item 1 of the Declarations Page at the **named insured's** mailing address shown in this policy. The notice shall state when the cancellation shall be effective. The effective date of cancellation shall be:

- a. not less than ten days after mailing in case of non-payment of premium when due, whether payable directly to The Travelers or payable to its agents or others under any installment payment plan, premium finance plan, extension of credit or other payment plan;
- b. not less than ten days after mailing in case any bankruptcy or debtor relief proceeding is brought by or against the **named insured**; and
- c. not less than ninety days after mailing in all other cases.

***Environmental
Hazard
Policy***



THE TRAVELERS INDEMNITY COMPANY

Hartford, Connecticut

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

a. This policy does not apply to **INJURY**:

- (1) with respect to which an **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- (3) resulting from the **hazardous properties** of **nuclear material**, if
 - (a) the **nuclear material** (i) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (ii) has been discharged or dispersed therefrom;
 - (b) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
 - (c) the **bodily injury, personal injury, advertising injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to **property damage** to such **nuclear facility** and any property thereat.

b. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means **source material, special nuclear material or byproduct material**;

"Source material", **"special nuclear material"**, an **"byproduct material"** have the meanings given ther in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"Waste" means any waste material (1) containing **byproduct material** other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

"Nuclear facility" means

- (1) any **nuclear reactor**,
- (2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- (3) any equipment or device used for the processing fabricating or alloying of **special nuclear material** if at any time the total amount of such material is in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

NOTICE

INSURANCE CONSULTATION SERVICES EXEMPTION ACT

This notice is issued by that member of The Travelers Insurance Companies which issued your insurance policy and shall be attached to and become a part of your policy.

This Notice is provided to you pursuant to the law of the Commonwealth of Pennsylvania, effective January 1, 1981 and known as the "Insurance Consultation Services Exemption Act", which generally provides that "the furnishing of, or failure to furnish, insurance consultation services related to, in connection with or incidental to a policy of insurance shall not subject the insurer, its agents, employees or service contractors to liability for damages from injury, death or loss occurring as a result of any act or omission by any person in the course of such services."

Such immunity does not apply: (I) where the injury occurred during the actual performance of consultation services and was caused by the negligence of the insurer; (II) with respect to consultation services performed pursuant to a written service contract not incidental to a policy of insurance; and (III) in any action against an insurer in which it is judicially determined that any act or omission resulting in damages constituted a crime, actual malice or gross negligence.

The Travelers may make such inspections in accordance with provisions of our policies.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
ENVIRONMENTAL HAZARD LIABILITY POLICY
CATASTROPHE UMBRELLA POLICY
EXCESS LIABILITY POLICY**

HAZARDOUS WASTE FACILITIES—AMENDATORY PROVISIONS

It is agreed that the following additional provisions apply with respect to a Hazardous Waste Treatment, Storage or Disposal Facility subject to the financial responsibility requirements of Title 40 CFR Part 264.147 or 265.147 (Environmental Protection Agency Regulations) or the applicable state regulations; provided that The Travelers has filed a Hazardous Waste Facility Certificate that includes that facility:

1. The company shall pay any applicable deductible amount and, upon notification of such payment, the named insured shall promptly reimburse the company for the amount so paid. This provision does not apply with respect to that amount of any deductible for which financial responsibility is demonstrated as specified in 40 CFR 264.147 (f) or 265.147 (f) or the applicable state regulations.
2. Neither the company nor the insured may terminate the insurance provided herein for any facility except by providing written notice to the other party and the Regional Administrator(s) of the EPA Region(s) in which such facility(ies) is (are) located and/or to the applicable state regulator. Termination by cancellation shall be effective no fewer than sixty (60) days after such written notice is received by the Regional Administrator and/or the applicable state regulator; other termination shall be effective no fewer than thirty (30) days after receipt of such notice.

This endorsement modifies such insurance as is afforded by
THE ENVIRONMENTAL HAZARD LIABILITY POLICY

LIMITATION TO DESIGNATED PREMISES

It is agreed that the definition of Environmental Hazard is deleted and replaced by the following:

Environmental hazard means any emission, discharge, seepage, release, escape, or disposal of any liquid, solid, gaseous or thermal waste or pollutant if such emission, discharge, seepage, release, escape, or disposal is:

- 1) neither intended nor expected from the standpoint of any insured to produce damage to persons, property or the environment, and
- 2) proceeds directly from a designated premises to the atmosphere, land, or water above or below ground.

Designated Premises:

- | | |
|---|---|
| 1. S K F SPECIALTY BEARINGS DIVISION
5400 TULIP ST
PHILADELPHIA PA | 9. BREMEN BEARING
RT 6 WEST
BREMER IN |
| 2. NICE BEARING PRODUCTS DIV
MAIN ST
KULPSVILLE PA | 10. S K F INDUSTRIES
1100 FIRST AVE
KING OF PRUSSIA PA |
| 3. INTERNATIONAL PRODUCTS DIV
LEHIGH VALLEY IND PARK 2
ALLENTOWN PA | 11. MCQUAY-NORRIS
2320 MARCONI AVE
ST LOUIS MO |
| 4. S K F ROLLER BEARING DIV
RD 3 FAME AVE EXT
HANOVER PA | 12. MCQUAY NORRIS WASHINGTON PLANT
1801 W MAIN ST
WASHINGTON MO |
| 5. S K F INDUSTRIES
W KING ST
SHIPPENSBURG PA | 13. DURA BOND BEARING CO
3201 ASH ST
PALO ALTO CA |
| 6. S K F BALL BEARING DIV
1000 LOGAN BLVD
ALTOONA PA | 14. S K F INDUSTRIES
HAPPY VALLEY RD
GLASGOW KY |
| 7. TAPERED BEARINGS DIV
1339 DUNCAN ST
MASSILLON OH | 15. MCQUAY NORRIS
ALEXANDER ST
BRADFORD TN 38316 |
| 8. S K F INDUSTRIES
HORTON ST
HORNELL NY | 16. MCQUAY NORRIS
1400 MADISON AVE
CONNERSVILLE IN 47331 |

This endorsement modifies such insurance as is
afforded by the provisions of the policy relating to

ENVIRONMENTAL HAZARD POLICY

AMENDATORY ENDORSEMENT - PUNITIVE DAMAGES

It is agreed the policy is amended as follows:

1. Exclusion 4 relating to Punitive Damages, does not apply.
2. The second paragraph of the Insuring Agreement is deleted and replaced by the following:

The Travelers will pay on behalf of the insured all sums in excess of the deductible amount which the Insurer shall become legally obligated to pay as compensatory damages because of Bodily Injury, Property Damage or Other Economic Loss.

which arises out of the environmental hazard, and occurs in the policy territory, and to which this insurance applies.

SKF ROLLER BEARINGS DIVISION
SKF INDUSTRIES, INC.

April 30, 1985

Commonwealth of Pennsylvania
Attention: Mr. Robert G. Benvin
Department of Environmental Resources
Bureau of Solid Waste Management
One Ararat Boulevard
Harrisburg, PA 17110

Dear Mr. Benvin:

This letter is to confirm our phone conversation of April 22, 1985, which gave SKF approval to remove the inactive sludge beds, soil under them to a depth of (3) three feet and soil around them to a distance of (2) two feet.

We are currently obtaining a certified authority for this removal and anticipate removal the week of May 13th. We will provide you with a phone call (1) one week prior to the actual starting date so that your department may have an opportunity to observe this action. As we discussed the open hole will be protected by some type cover for the environment and safety.

If you have any additional questions, please advise.

Sincerely,



T. E. Taylor
Manuf. Engineering Supt.

ch

cc: A. Belenson
T. Gifford
K. Henstrand
✓ F. Bucceri
J. Roback

INTER-OFFICE LETTER

DATE: April 22, 1984

COPIES TO: J. Roback

TO: Tom Taylor

FROM: F. Bucceri

SUBJECT: Review Meeting Of 4-3-85, To
Resolve Soil Contamination At
~~End~~ And Around Sludge Beds.

Present - Jim Roback
Tom Taylor
Frank Bucceri
Karl Henstrand
Allen Belenson
Timothy Gifford
Jeff Pepper
Val Kelmeckis

SKF - Shippensburg
SKF - Shippensburg
SKF - Shippensburg
SKF - King of Prussia
SKF - King of Prussia
SKF - King of Prussia
Nassaux-Hemsley
Lancy Laboratories

The major topic of discussion at this meeting was the max. permissible concentration of TCE to be 5.6 mcg/kg as stated by PADER - Bureau of Solid Waste Management. This limit could spell the substantial removal of soil around the sludge beds or removal of hot spots (sludge beds) and designating the area around sludge beds as a land fill. Therefore, applicable monitoring and restrictions of that area will apply for thirty years.

SKF needs to determine how clean is clean, and will work with the PADER to determine if a number other than 5.6 mcg/kg can be agreed upon to satisfy SKF and PADER. 5.6 mcg/kg

Conclusions:

Tom Taylor to work with Robert G. Benven of PADER to see if sludge beds can be removed as soon as possible.

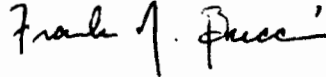
Jeff Pepper of Nassaux-Hemsley to submit a proposal to conduct additional sampling and analysis of ground water and to evaluate SKF's responsibilities under the current closure/post closure regulations of RCRA. Nassaux-Hemsley File No. 85E511.01 Proposal for \$4,100.

Val Kelmeckis of Lancy Laboratories to submit a proposal to (1) define the extent of soil contamination through a site investigation; (2) develop a position paper presenting documented arguments in favor of higher permissible level of TCE in the soil; and (3) evaluate possible alternatives to removal and disposal of soil. Lancy Laboratories Proposal No. L2 17-1972-00 for \$38,080.

SKF Corporate had advised SKF Shippensburg to go ahead with both of the above proposals in seeking answers to the sludge bed closure economics. It is my opinion the only variable in the above proposals would be the Lancy testing of 110 samples at \$120/sample.

As soon as SKF receives PADER's response to T. Taylor's letter concerning sludge bed removal then SKF can decide on further action and initiate the appropriate CAR.

Note - Per phone conversation of 4-22-85 involving Tom Taylor and Robert G. Benvin, Facilities Supervisor Harrisburg Regional office, PADER-Bureau of Solid Waste Management; in which SKF received verbal approval from Mr. Benvin to remove sludge beds or areas around sludge beds.

A handwritten signature in dark ink, appearing to read "Frank J. Bucceri". The signature is written in a cursive, somewhat stylized script.

Frank J. Bucceri

SKF ROLLER BEARINGS DIVISION
SKF INDUSTRIES, INC.

April 8, 1985

Commonwealth of Pennsylvania
Attention: Mr. Robert G. Benvin
Department of Environmental Resources
Bureau of Solid Waste Management
One Ararat Boulevard
Harrisburg, PA 17110

Dear Mr. Benvin:


As a result of your letter of March 5, 1985, we have had meetings with our consultants, Nassaux-Hemsley and Lancy. We are currently developing a plan to address the questions raised in your letter.

As a result of our last meeting, our consultant Nassaux-Hemsley, feels very strongly that we should remove the known hot spots around and under the inactive sludge beds. I have attached a letter that has been written by Jeffrey Pepper, along with a chart. S K F agrees with the conclusions drawn by Mr. Pepper.

We will advise you at a later date as far as a time table to answer all the questions raised in your letter, but we would like to have a reply from you on removal of the hot spots within 15 days.

If you have any additional questions, please advise.

Sincerely,



T. E. Taylor
Mfg. Engineering Supt.

ch

cc: A. Belenson
T. Gifford
K. Henstrand
✓ P. Bucceri
J. Roback

NH NASSAUX-HEMSLEY, INCORPORATED-CONSULTANTS

NHI BUILDING 58 NORTH SECOND STREET CHAMBERSBURG, PENNSYLVANIA 17201

April 4, 1985

Corporate Officers:
WILLIAM T. HEMSLEY, P.E.
GORDON LAMBERT, P.E.
MAURICE L. GOSSERT

Mr. Thomas Taylor
Manufacturing Engineer Superintendent
SKF Roller Bearings Division
King Street West
Shippensburg, Pennsylvania 17257

Principals:
JOHN W. GAUDILIP, P.E.
RALPH P. MATTER
JEFF PEPPER, P.E.
CHARLES C. RIDER
KENNETH E. SCHAUBLIN, II
WILLIAM J. WALSH, P.E.

Re: SKF Industries, Shippensburg
Our File No. 84ES10.01

Dear Tom:

As a result of our evaluation of recent monitoring data, it is apparent that the spring "flush-out" of TCE from the soil to ground water is beginning. The attached chart updates Figure No. 1 of our October 1984 report. After reaching a low of 6.6 ppb in January the TCE concentration at the pumping well climbed to 9.9 ppb in March, and is expected to peak much higher with further spring rains.

It is apparent that in the absence of contaminated recharge the TCE concentration at the pumping well would reach drinking water limits within a year.

To avoid a return to TCE concentrations over 30 ppb we feel that it is imperative that the most highly contaminated soil areas (sludge beds) be removed immediately. With the worst zones removed, there will be ample time for a dialogue with PaDER on the necessity of further removal and/or other remedial measures.

When this material is removed, care must be exercised to divert surface runoff and direct rainfall from the excavation.

We recommend that you properly remove these "hot spots" before the end of April and that you notify PaDER of the planned removal as a first step in the closure process necessary to reduce the immediate threat to ground water quality.

As agreed, we will move ahead to address the other concerns raised in PaDER's March 5, 1985 letter. If you have any questions please call me at 717-263-4109.

Very truly yours,

NASSAUX-HEMSLEY, INCORPORATED

JRP:klh

To → cc: Karl Henstrand
Allen Belenson
Tim Gifford
Enclosure

Jeffrey R. Pepper, P.E.
Manager of Geological Services

TCE vs. TIME / GROUND WATER LE ELS vs. TIME

SKF INDUSTRIES
PRODUCTION WELL

- FIGURE NO. 1 -

SKF PRODUCTION
WELL AT
SHIPPENSBURG

USGS MONITORING
WELL AT
GREENCASTLE

* Lancy Lab. Data Only

0 25	5 10 15 20 25	5 10 15 20 25	5 10 15 20 25	5 10 15 20 25	5 10 15 20 25	5 10 15 20 25	5 10 15 20 25	5 10 15 20 25	5 10 15 20 25
Y	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL

Mr. Thomas E. Berven
Regional Engineer Superintendent
Solid Waste Management Division
1100 North Street, West
Shippensburg, PA 17257

Re: SKF Shippensburg
Our File No. 84

Dear Tom:

This letter is in response to our March 14, 1985 meeting at which time we discussed, along with Frank Bucceri and Mark Henstrand, the status of the ground water study and sludge bed closure at the Shippensburg plant. This meeting was prompted by a March 5, 1985 letter from Robert Benveniste, Federal Harrisburg Region, Bureau of Solid Waste Management (BSWM) concerning the ground water and sludge bed closure issues.

In his letter Benveniste commented on the ground water study which was unexpected as we had been dealing with the Bureau of Water Quality Management (BWQM) on the ground water issue up to that point. Benveniste threw a second curve by directing SKF to pursue a post closure permit for the sludge beds from EPA under RCRA.

Prior to our March 14, 1985 meeting, I had discussed the ground water issue with Mr. Jeff Molner, Hydrogeologist with the Harrisburg Region Bureau of Water Quality Management. Molner indicated that he had reviewed the ground water study and had some comments but was basically satisfied. He did not know at that time if his comments would be forwarded to SKF separately, with BSWM's comments.

Subsequent to our March 14, 1985 meeting I called Mr. Jim Flesher, Operations Chief, Bureau of Water Quality Management, Harrisburg Region. Flesher indicated that because the ground water study determined the sludge beds to be the probable source of the TCE contamination, and as the sludge bed closure was the purview

...incorporated into the ground water study under their Clean Stream Act. They are no longer actively involved because the scope of the groundwater contamination is the old sludge beds are within BSWN and/or EPA's authority under RCRA as the beds were active after November 1970.

It appears that the Bureau of Land Management discovered the TCH problem at SKF and that the ground water study under their Clean Stream Act is no longer actively involved because the scope of the groundwater contamination is the old sludge beds are within BSWN and/or EPA's authority under RCRA as the beds were active after November 1970.

Following our March 14, 1983 meeting, Frank Baccaro forwarded the following correspondence to me from SKF's files:

1. April 29, 1983 letter from Lancy to SKF with draft letter for SKF to send to PaDER and the draft "Notification of Hazardous Waste Activity" form.
2. May 15, 1984 letter from Lee Yohn, PaDER, BSWN to Tom Taylor of SKF.
3. July 10, 1984 letter from Lancy to Tom Taylor, SKF.
4. August 31, 1984 SKF Inter Office letter, C. Hocking to K. Henstrand.

After digesting this additional information and reviewing my files I have the following preliminary interpretation of the events that led to Benvin's directive to pursue a Post Closure Permit:

1. The "Notification of Hazardous Waste Activity" was filed specifying the activity at Shippensburg as "Generation" and "Permit by Rule". Permit by Rule was recommended by Lancy in their April 29, 1983 letter under 75.265 (2)(17) because "All discharges are regulated under pretreatment regulations to sanitary sewer or by the NPDES permit program for underground disposal". Lancy noted that the

sludge beds were the only "gray area" to the Permits by Rule exclusion.

2. Lancy's Closure Plan for the sludge beds cited as a basis for closure the closure/postclosure requirements of RCRA and Pa Chapter 75 Hazardous Waste Regulations. Lancy's closure plan called for complete contaminant removal during closure.
3. Benven's March 5, 1985 review letter stated "whenever surface impoundments are closed and hazardous waste constituents remain in either the soil or ground water, the impoundment must be closed as a landfill in conformance with all applicable landfill closure requirements".
4. 75.265(S)(7) states for surface impoundments:
 - (7) At closure, the owner or operator may elect to remove from the impoundment the following:
 - (i) Standing liquids.
 - (ii) Waste and waste residues
 - (iii) The liner, if any.
 - (iv) Underlying and surrounding contaminated soil.
 - (8) If the owner or operator removes all the impoundment materials listed in paragraph (7), or can demonstrate that none of the materials listed in paragraph (7) remaining at any state of removal are hazardous wastes, the impoundment is not further subject to the requirements of this subsection.
 - (9) If the owner or operator does not remove all the impoundment materials listed in paragraph (7), or does not make the demonstration described in paragraph (8), he shall close the impoundment and provide post-closure care as for a landfill in subsections (o) and (y). If necessary to support the final cover specified in the approved closure plan, the owner or operator shall treat remaining liquids, residues, and soils by removing of liquids, drying, or other means.

The key issue appears to be "soil removal". Lancy's plan calls for complete removal. Although PaDER takes exception to this at various points in comments #1 through #4 of the Closure Plan review and in comment #4 of the Ground Water Plan Review contained within BSW's March 1, 1985 letter.

It is my preliminary conclusion from all of this that if we can satisfy PaDER BSW that closure will entail complete removal of hazardous wastes, SKF will fall under the post closure requirements of RCRA and/or Chapter 75 of the act the sludge beds as for a hazardous waste landfill.

Obviously this matter is at a sensitive point. Whole removal of all soil at SKF - Shippensburg with more than .6 ppb of TCE (Per comment #1 Benvin's letter) or all ground water with more than 4.5 ppb TCE (comment #4 - ground water review) could conceivably entail expenditures in the range of several hundred thousand dollars. I strongly recommend that we review this information with Lancy and SKF's legal counsel. As these questions involve interpretation of the points of several Environmental Laws and Regulations your in-house counsel may want to consider the support of an Environmental Attorney. If you need such support I recommend either Herschel Richman or David Brooman of the firm of Cohen, Shapiro, Polisher, Shiekman and Cohen of Philadelphia.

I trust these comments will help you in your deliberations. If you have any questions, please do not hesitate to call me at 717-263-4109.

Very truly yours,

NASSAUX-HEMSLEY, INCORPORATED

Jeffrey R. Peffer, P.E.
Manager of Geological Services

JRP:klh

cc: Karl Henstrand, SKF, King of Prussia
Tim Gifford, SKF, King of Prussia
Alan Bellason, SKF, King of Prussia



June 17, 1985

Mr. Frank Bucceri
SKF, Roller Bearing Division
SKF Industries, Inc.
West King Street
Shippensburg, PA 17257

Dear Mr. Bucceri:

Thank you for your Purchase Order #4-009045, dated May 9, 1985. Services as requested by this order, in conjunction with partial closure of the Concrete Block Sludge Filter Bed on the SKF property, have been completed. Please find enclosed the following:

- o Pictorial description of waste removal activities.
- o Registered professional engineer certification of partial closure activities as defined by attached letter to PADER dated April 30, 1985.
- o Site drawing showing approximate area of waste removal and soil sampling locations.
- o Analytical reports of data for soil samples taken after removal of the beds and surrounding soils.

If you have any questions regarding this report or additional needs, please contact me at 412/452-9360.

Again, thank you for your continued use of Lancy Laboratories technical and regulatory services.

Lancy Laboratories

C. John Ritzert
Manager-Technical Services

CJR:csb
Enclosure



July 19, 1985

Mr. Frank Bucceri
SKF, Roller Bearing Div.
SKF Industries, Inc.
West King Street
Shippensburg, PA 17257

Dear Frank,

Please find the corrected analytical reports and site drawing locating sample points as required for your report of partial closure of the Concrete Block Sludge Filter Beds. If you have any questions regarding the information, please call me at 412/452-9360.

Lancy appreciates this opportunity to serve SKF Industries. Submittal of this information fulfills all current orders from SKF. We look forward to further assisting you in this Closure Project and would be happy to discuss this at your convenience.

Thank you for your continued use of Lancy Laboratories analytical and regulatory services.

Respectfully submitted,

C. John Ritzert
Manager-Technical Services

CJR:amk

Enclosures

PROFESSIONAL ENGINEER CERTIFICATION OF CLOSURE/PARTIAL CLOSURE

I, Charles A. Forbes, a registered
(Name)

professional engineer, hereby certify that I have made visual inspection of
the partial closure of the Concrete Block Sludge Filter Bed Area at

SKF Roller Bearing Division
SKF Industries, Inc.
West King Street
Shippensburg, Pennsylvania

and to the best of my knowledge and belief, this activity has been performed
in accordance with the attached letter from SKF to the Pennsylvania
Department of Environmental Resources, Bureau of Solid Waste Management,
attention Mr. Robert G. Benveniste, dated April 30, 1985.

Charles A. Forbes
Signature

6/14/85
Date

#656K
Professional Engineering License Number

Pennsylvania
For State of

Business Address
Lancy International, Inc.
525 West New Castle Street
Zelienople, PA 16063
412/452-9360

SKF ROLLER BEARING RINGS DIVISION
SKF INDUSTRIES, INC

April 30, 1985

Commonwealth of Pennsylvania
Attention: Mr. Robert G. Benvin
Department of Environmental Resources
Bureau of Solid Waste Management
One Ararat Boulevard
Harrisburg, PA 17110

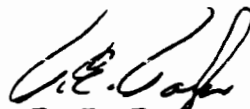
Dear Mr. Benvin:

This letter is to confirm our phone conversation of April 22, 1985, which gave SKF approval to remove the inactive sludge beds, soil under them to a depth of (3) three feet and soil around them to a distance of (2) two feet.

We are currently obtaining a certified authority for this removal and anticipate removal the week of May 13th. We will provide you with a phone call (1) one week prior to the actual starting date so that your department may have an opportunity to observe this action. As we discussed the open hole will be protected by some type cover for the environment and safety.

If you have any additional questions, please advise.

Sincerely,



T. E. Taylor
Manuf. Engineering Supt.

ch

cc: A. Belenson
T. Gifford
K. Henstrand
✓ F. Bucceri
J. Roback



SKF, Roller Bearing Division
Partial Closure of Concrete Block Filter Beds

SKF Building
(Rear of Inspection Area)



SKF Building
(Rear of Inspection Areas)

Final Retention Tank
(Still in use)



SKF, Roller Bearing Division
Partial Closure of Concrete Block Filter Beds

Excavation of Concrete Block
Sludge Filter Beds

Final Retention Tank

Operator wearing disposable
protective clothing



Mecha Sludge Bed
(Still in use)

SKF, Roller Bearing Division
Partial Closure of Concrete Block Filter Beds

Final Retention Tank



Sub-soil and Debris
associated with concrete
block drying beds



Sub-soil adjacent to building
and under concrete block filter
bed



SKF, Roller Bearing Division
Partial Closure of Concrete Block Filter Beds



Removal of debris from
Partial Closure of Concrete
Block Filter Bed



Transporter:
John Pfrommer, Inc.

Total of 5 trucks

Trucks equipped with tarp
covered bodies and gasketed
tailgates.

ANALYSIS REPORT

LANCY LABORATORIES

Division, Lancy International, Inc.

Company SKF Roller Bearing Report Date Revised 7/19/85
Description Volatile Organics on Soil PO#/Chg.# 4-009045

Sample Lab Reference #	Bed #1 Soil 5 12564 (ug/Kg)	Bed #1 Soil 6 12565 (ug/Kg)	Bed #1 Soil 7 12566 (ug/Kg)	Soil 8 12567 (ug/Kg)
<u>Parameter</u>				
Benzene	<1	<1	<1	<1
Bromoform	<25	<25	<25	<25
Carbon tetrachloride	<25	<25	<25	<25
Chlorobenzene	<1	<1	<1	<1
Chlorodibromomethane	<25	<25	<25	<25
Chloroform	<5	<5	<5	<5
Dichlorobromomethane	<10	<10	<10	<10
1,1-Dichloroethane	<5	<5	<5	<5
1,2-Dichloroethane	<5	<5	<5	<5
1,1-Dichloroethylene	<10	<10	<10	<10
1,2-Dichloropropane	<5	<5	<5	<5
Ethylbenzene	<1	<1	<1	<1
Methylene chloride	<10	<10	<10	<10
Trans-1,3 Dichloropropylene	<10	<10	<10	<10
Tetrachloroethylene	<10	<10	<10	<10
Toluene	<1	<1	<1	<1
1,2-trans-Dichloroethylene	<5	<5	<5	<5
1,1,1-Trichloroethane	<5	<5	<5	<5
1,1,2-Trichloroethane	<5	<5	<5	<5
Trichloroethylene	6600	4	<5	13

C. John Ritzert, Manager-Technical Services

Page 2 of 2

ANALYSIS REPORT



**LANCY
LABORATORIES**

Division, Lancy International, Inc.
525 W. New Castle St., P.O. Box 490
Zelleno, Pennsylvania 16063

SKF Roller Bearings
West King Street
Shippensburg, PA 17257

Attention: Frank Bucceri

Report Date Revised 7/19/85

Collected 5/13/85 by MM
Received 5/14/85 by LS
Analyzed 5/14 to 6/3/85 by FJR
No. of Samples 8
P.O. # 4-009045

Volatile Organics on Soil Samples

Sample Lab Reference #	Bed #2 Soil 1 12560 (ug/Kg)	Bed #2 Soil 2 12561 (ug/Kg)	Bed #2 Soil 3 12562 (ug/Kg)	Bed #2 Soil 4 12563 (ug/Kg)
<u>Parameter</u>				
Benzene	<1	<1	<1	<1
Bromoform	<25	<25	<25	<25
Carbon tetrachloride	<25	<25	<25	<25
Chlorobenzene	<1	<1	<1	<1
Chlorodibromomethane	<25	<25	<25	<25
Chloroform	<5	<5	<5	<5
Dichlorobromomethane	<10	<10	<10	<10
1,1-Dichloroethane	<5	<5	<5	<5
1,2-Dichloroethane	<5	<5	<5	<5
1,1-Dichloroethylene	<10	<10	<10	<10
1,2-Dichloropropane	<5	<5	<5	<5
Ethylbenzene	<1	<1	<1	<1
Methylene chloride	<10	<10	<10	<10
Trans-1,3 Dichloropropylene	<10	<10	<10	<10
Tetrachloroethylene	<10	3200	<10	<10
Toluene	<1	240	<1	<1
1,2-trans-Dichloroethylene	<5	1800	<5	<5
1,1,1-Trichloroethane	<5	<5	<5	<5
1,1,2-Trichloroethane	<5	<5	<5	<5
Trichloroethylene	<5	710000	220	<5

C. John Ritzert, Manager-Technical Services

ANALYSIS REPORT



**LANCY
LABORATORIES**

Division, Lancy International, Inc.
525 W. New Castle St., P.O. Box 490
Zellennople, Pennsylvania 16063

SKF Roller Bearings
West King Street
Shippensburg, PA 17257

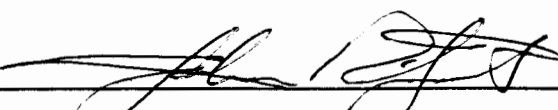
Attention: Frank Bucceri

Report Date 6/12/85

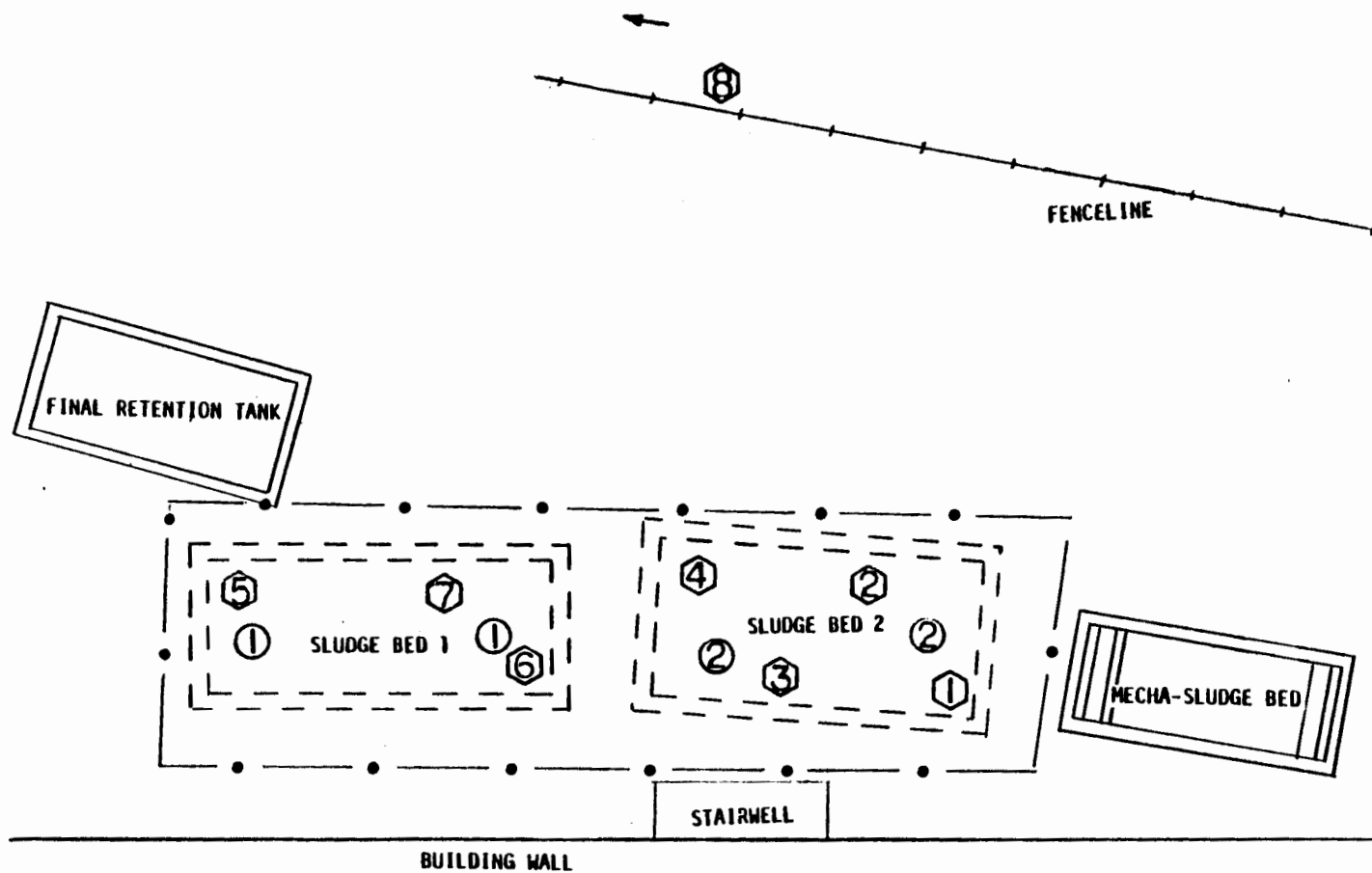
Collected 5/13/85 by MM
Received 5/14/85 by LS
Analyzed 5/14 - 6/10/85 by Staff
No. of Samples 2
P.O. # 4-009045

Composites of Soils under Removed Sludge Beds

Sample Lab Reference #	Soil 1 12568 (mg/Kg)	Soil 2 12569 (mg/Kg)
<u>Parameter</u>		
Cyanide, Total	4.2	5.3
Arsenic	175	165
Barium	180	170
Cadmium	<1.0	4.1
Chromium	36	48
Copper	220	1100
Iron	27500	28000
Lead	61	155
Mercury	0.096	0.050
Nickel	36	140
Selenium	<0.2	<0.2
Silver	8.0	8.3
Tin	<14	<14
Zinc	440	2800


C. John Ritzert, Manager-Analytical Services

JKF, ROLLER BEARING DIVISION
 CONCRETE BLOCK FILTER BED
 PARTIAL CLOSURE AREA



- .-Waste Removal Area
- Sample Areas for Volatile Organics
- Sample Areas for Metals

Figure 1

SAMPLE INFORMATION SHEET
Ground Water Monitoring



LANCY
LABORATORIES
525 West New Castle Street
P.O. Box 490
Zellendorf, PA 16063

Company SKF Shippensburg
Address Shippensburg, PA

Lab Ref # 12560
12561
12562 12563
Well # 1-4 bed # 1
Well Location See drawing

Telephone # _____

Time 4:00-4:20 Date 5-13-85

Reason Sampled check for vol. organics.
Weather Conditions _____

Sample Containers and Stabilizers

Depth of Cased Hole _____ ft.
Depth to Water _____ ft.
Height of Water _____ ft.
Well Diameter _____ ft.
Volume of Water _____ gal.

Metals - Nitric Acid Stab.
Volatiles - no stab. -cold

Field pH Measurement 1. _____ 2. _____ 3. _____ 4. _____

Temperature _____

Sample Appearance (Color, Turbid, etc.) Orange clay - soil.

Sample Taken By Matt Maloney

Witness to Sampling _____

NOTES: Took sample with 1 3/4" diam. spoon to 8-10" depth.

For Laboratory Use Only

Date Received MAY 14 1985

By Linda Shingler

Preparation of Samples _____

Date Analyzed 5/14-6/3/85 By Staff

Authorized Signature [Signature]

CAUTION: Stabilizing reagents are corrosive and should be handled carefully if reagents

SAMPLE INFORMATION SHEET
Ground Water Monitoring



LANCY
LABORATORIES

525 West New Castle Street
P.O. Box 490
Zellencole, PA 16063

Company SKF Shippensburg
Address Shippensburg PA

12564
12565
Lab Ref # 12566
Well # 5-7 } bed #2
Well Location see Drawing

Telephone # _____

Time 4:30 PM Date 5-13-85

Reason Sampled Test for vol. organics
Weather Conditions _____

Sample Containers and Stabilizers

Depth of Cased Hole _____ ft.
Depth to Water _____ ft.
Height of Water _____ ft.
Well Diameter _____ ft.
Volume of Water _____ gal.

Metals - Nitric Acid Stab.
Volatiles - no stab. -cold

Field pH Measurement 1. _____ 2. _____ 3. _____ 4. _____

Temperature _____

Sample Appearance (Color, Turbid, etc.) Orange, clay, soil.

Sample Taken By Matt Maloney

Witness to Sampling Frank Boccheri

NOTES: Samples extracted from 10-12" below surface.

For Laboratory Use Only

MAY 1 1985

Date Received _____

By Linda Shungler

Location of Samples _____

Date Analyzed 5/14/85 By Staff

Authorized Signature [Signature]

CAUTION: Stabilizing reagents are corrosive and should be handled carefully

SAMPLE INFORMATION SHEET
Ground Water Monitoring



LANCY
LABORATORIES

525 West New Castle Street
P.O. Box 490
Zellencole, PA 16063

Company SKF Ind.
Address Shippensburg, PA

Telephone # _____

Lab Ref # 12567
Well # 8
Well Location See back

Time 3:30 PM Date 5-13-85

Season Sampled _____
Weather Conditions _____

Sample Containers and Stabilizers

Depth of Cased Hole _____ ft.
Depth to Water _____ ft.
Height of Water _____ ft.
Well Diameter _____ ft.
Volume of Water _____ gal.

Metals - Nitric Acid Stab.
Volatiles - no stab. -cold

Field pH Measurement 1. _____ 2. _____ 3. _____ 4. _____
Temperature _____

Sample Appearance (Color, Turbid, etc.) mostly black tarry substance, covering
pebbles + stones of small drain ditch adjacent to employ. parking
lot.

Sample Taken By Matt Maloney
Access to Sampling _____

Notes: sample smells of organics; was taken from drainage
ditch adj. to parking lot & down hill from R.R. tracks
See back for illustration.

Laboratory Use Only

Sample Received _____
Number of Samples _____

By Linda Shingleton

Sample Analyzed 5/14-6/3/85 By Staff _____ Authorized Signature [Signature]

NOTATION: Stabilizing reagents are corrosive and should be handled with care.

INFORMATION SHEET
Water Monitoring



LANCET
LABORATORIES

525 West New Castle Street
P.O. Box 490
Zellencole, PA 16063

1 = 12568

2 = 12569

Lab Ref # 2-12569

Well # 1 #42

Well Location see map

Telephone # _____

Time 4:20 Date 5-13-85

Reason Sampled Test for Metals

Weather Conditions 11

Sample Containers and Stabilizers

Depth of Cased Hole _____ ft.
Depth to Water _____ ft.
Height of Water _____ ft.
Well Diameter _____ ft.
Volume of Water _____ gal.

Metals - Nitric Acid Stab.

Volatiles - no stab. - cold

Field pH Measurement 1. _____ 2. _____ 3. _____ 4. _____

Temperature _____

Sample Appearance (Color, Turbid, etc.) clay soil, orange color

Sample Taken By Matt Maloney

Witness to Sampling Frank Boccheri

NOTES: TOOK 3 SPOONS at marked location & placed them into sludge jug. Cored to 8-10".

For Laboratory Use Only

Date Received MAY 11 1985

By Linda Shugle

Portion of Samples _____

Date Analyzed _____ By Staff _____ Authorized Signature [Signature]

CAUTION: Stabilizing reagents are corrosive and should be handled carefully. If reagents